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11 Attorneys for Plaintiff
MOBILEIRON, INC.

12
13 UNITED STATES DISTRICT COURT
14
15 NORTHERN DISTRICT OF CALIFORNIA

16 MOBILEIRON, INC., a Delaware corporation,

Case No.

17 Plaintiffs,

**COMPLAINT FOR PATENT
INFRINGEMENT, ATTEMPTED
EXTORTION, VIOLATION OF
CALIFORNIA BUSINESS AND
PROFESSIONS CODE § 17200, AND
DECLARATORY RELIEF OF NON-
INFRINGEMENT, UNCLEAN HANDS
AND PATENT MISUSE**

18 v.

19 BLACKBERRY CORPORATION, a Delaware
corporation, BLACKBERRY LTD., a
Canadian company, and DOES 1-50,

20 Defendants.

DEMAND FOR JURY TRIAL

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1 Plaintiff MobileIron, Inc. (“MobileIron”) alleges as follows:

2 **BACKGROUND**

3 1. This is an action to stop the unlawful activities of Blackberry Corporation and
4 BlackBerry Ltd. (collectively, “the Blackberry Defendants”). The Blackberry Defendants built a
5 technology made obsolete. Due to Blackberry’s shrinking presence in the marketplace, it decided
6 to shake companies down by making countless meritless patent assertions to generate licensing
7 revenue instead of competing in the marketplace. The Blackberry Defendants have largely
8 become dependent on licensing revenue by seeking portfolio licenses that include patents they
9 know are statutorily surrendered and by asserting infringement theories through unlawful notice
10 letters that would not pass muster in any court of law and extracting extortionate license fees as it
11 tries to rebuild its company on the backs of other companies’ technologies. MobileIron is the
12 latest target of Blackberry’s unlawful strategy.

13 2. MobileIron, a software company founded in 2007, is a pioneer in enterprise
14 management of mobile security and management for smartphones and tablet computers, such as
15 Apple’s iPhone and Samsung’s Galaxy Android devices. MobileIron’s award-winning and
16 industry-leading Unified Endpoint Management (“UEM”) platform includes passwordless zero
17 sign-on (“ZSO”), multi-factor authentication (“MFA”), and mobile threat defense (“MTD”)
18 capabilities. Together they validate the device, establish user context, check app authorization,
19 verify the network, and detect and remediate threats before granting secure access to a device or
20 user. The result is a seamless, secure user experience that automates access control decisions to
21 ensure that only authorized users, devices, apps, and services can access business resources.
22 MobileIron products and services include UEM, Access, Sentry, Mobile Threat Defense, and
23 AppConnect.

24 3. Blackberry uses revenue derived from its shakedowns to try to reinvent itself and
25 to rebuild its company by taking the pioneering inventions of MobileIron. Blackberry offers
26 products and services with the names “Blackberry Intelligent Security,” “Enterprise Mobility
27 Suite” (which includes a UEM service), “Enterprise BRIDGE,” and “QNX CAR Platform for
28 Infotainment.” All of these products and services infringe MobileIron’s patents, as set forth

1 herein.

2 **THE PARTIES**

3 4. MobileIron is a corporation organized and existing under the laws of the State of
4 Delaware, with its principal place of business at 490 East Middlefield Road, Mountain View,
5 California 94043.

6 5. Upon information and belief, Defendant BlackBerry Corporation is a corporation
7 organized and existing under the law of the State of Delaware, with its principal place of business
8 at 5000 Riverside Drive, Suite 100E, Irving, Texas 75039. On information and belief, BlackBerry
9 maintains offices in this district at 331 Fairchild Drive, Mountain View, CA 94024 and 3001
10 Bishop Drive #400, San Ramon, CA 94583.

11 6. Upon information and belief, Defendant BlackBerry Ltd. is a company organized
12 and existing under the laws of the country of Canada, with its principal place of business at 2200
13 University Avenue East, Waterloo, Ontario, Canada, N2K 0A7. Upon information and belief, in
14 2015, BlackBerry Limited acquired for \$425 million in cash Good Technology Corporation
15 (“Good Technology”), a company whose headquarters are located at 430 North Mary Avenue,
16 Suite 200, Sunnyvale, California 94085. Upon information and belief, BlackBerry Ltd. continues
17 to operate Good Technology as a wholly owned subsidiary of BlackBerry Ltd.

18 7. MobileIron owns all right, title, and interest in, and has standing to sue for patent
19 infringement of United States Patent No. 8,359,016 (“the ’016 patent”), entitled “Management of
20 Mobile Applications,” issued January 22, 2013. A true and accurate copy of the ’016 patent is
21 attached to this Complaint as Exhibit A.

22 8. MobileIron owns all right, title, and interest in, and has standing to sue for patent
23 infringement of United States Patent No. 9,426,120 (“the ’120 patent”), entitled “Location and
24 Time Based App Policies,” issued August 23, 2016. A true and accurate copy of the ’120 patent
25 is attached to this Complaint as Exhibit B.

26 9. MobileIron owns all right, title, and interest in, and has standing to sue for patent
27 infringement of United States Patent No. 8,869,307 (“the ’307 patent”), entitled “Mobile Posture-
28 Based Policy, Remediation and Access Control for Enterprise Resources,” issued October 21,

1 2014. A true and accurate copy of the '307 patent is attached to this Complaint as Exhibit C.

2 10. MobileIron owns all right, title, and interest in, and has standing to sue for patent
 3 infringement of United States Patent No. 10,038,598 ("the '598 patent"), entitled "Leveraging
 4 and Extending Mobile Operating System MDM Protocol," issued July 31, 2018. A true and
 5 accurate copy of the '598 patent is attached to this Complaint as Exhibit D.

6 11. Defendants BlackBerry Corporation and/or BlackBerry Ltd. purport to be the
 7 owner, assignee, and/or exclusive licensee of, and purport to have all right, title and interest in,
 8 and standing to sue for patent infringement of, each of U.S. Patent Nos. 8,005,469 ("the '469
 9 patent"); 8,544,084 ("the '084 patent"); 9,282,099 ("the '099 patent"); RE44,746 ("the Reissue
 10 '746 patent"); 8,442,489 ("the '489 patent"); 9,270,682 ("the '682 patent"); 7,372,961 ("the '961
 11 patent"); 8,931,045 ("the '045 patent"); 8,554,175 ("the '175 patent"); and 9,077,769 ("the '769
 12 patent").

13 **JURISDICTION AND VENUE**

14 12. This action involves claims for patent infringement arising under the patent laws
 15 of the United States, Title 35 of the United States Code, and claims for declaratory relief arising
 16 under the Declaratory Judgment Act, Title 28 of the United States Code. This action also
 17 involves California state law claims for attempted extortion and for violation of California
 18 Business & Professions Code section 17200.

19 13. This Court has subject matter jurisdiction over MobileIron's claims for
 20 infringement against Defendants pursuant to 28 U.S.C. §§ 1331, 1338(a), 2201, and 2202,
 21 because the claims arise under the patent laws of the United States.

22 14. This Court has subject matter jurisdiction under the Declaratory Judgment Act and
 23 the patent laws of the United States, more particularly under Title 28 U.S.C. §§ 2201 and 2202
 24 and Title 35 U.S.C. §§ 100 *et. seq.*, respectively, with respect to Plaintiff MobileIron's claims for
 25 declaratory relief with respect to patents owned, assigned, and or exclusively licensed to
 26 Defendants.

27 15. This Court has supplemental jurisdiction over MobileIron's state law claims
 28 pursuant to 28 U.S.C. § 1337(a) because such claims are so related to the federal claims that they

1 form part of the same case or controversy and derive from a common nucleus of operative facts.

2 16. This Court has personal jurisdiction over the BlackBerry Defendants for purposes
 3 of MobileIron's claims for patent infringement because both Defendants transact business in the
 4 State of California and have, at a minimum, offered to provide and/or provided in this judicial
 5 district and throughout the State of California products and services that infringe claims of the
 6 '016, '120, '307 and '598 patents.

7 17. This Court has personal jurisdiction over the BlackBerry Defendants for purposes
 8 of MobileIron's claims for declaratory relief because the BlackBerry Defendants have accused
 9 MobileIron of providing products and services that the BlackBerry Defendants allege infringe on
 10 or more claims of each of the '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769
 11 patents as well as 32 other patents.

12 18. A true and accurate copy of correspondence dated August 26, 2019, in which
 13 counsel for BlackBerry Corporation purports to put MobileIron on notice of infringing each of the
 14 '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769 patents, is attached hereto
 15 as Exhibit E. A true and accurate copy of correspondence dated March 9, 2020, in which counsel
 16 for BlackBerry Corporation again purported to put MobileIron on notice of infringing each of the
 17 '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and '769 patents, as well as 32 other
 18 patents, is attached hereto as Exhibit F. In each instance, BlackBerry provided no claim chart or
 19 explanation. In fact, at least one of the patents identified in the letters was either surrendered
 20 and/or unenforceable as a matter of law.

21 19. Based on the acts, conduct and statements of the BlackBerry Defendants, there
 22 exists an actual and substantial controversy, within the meaning of 28 U.S.C. §§ 2201 and 2202,
 23 between MobileIron and the BlackBerry Defendants, as to whether MobileIron or any of the
 24 products and services sold and/or offered for sale by MobileIron have infringed, or continue to
 25 infringe, any of the claims of the '469, '084, '099, Reissue '746, '489, '682, '961, '045, '175, and
 26 '769 patents. The existing controversy is of sufficient immediacy and reality to warrant the
 27 issuance of a declaratory judgment of non-infringement, as set forth further herein.

28 20. Venue in this district is proper under 28 U.S.C. § 1391 and 1400(b).

COUNT I**(Infringement of U.S. Patent No. 8,359,016)**

1 21. MobileIron incorporates by reference the allegations set forth in paragraphs 1
2 through 20 of this Complaint as though set forth in full herein.

3 22. The BlackBerry Defendants and their customers have infringed the claims,
4 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '016
5 patent through, among other activities, the sale, the offering for sale, the making, the having
6 made, the use, the importation and the exportation of BlackBerry Enterprise Mobility Suite:
7 Unified Endpoint Management.

8 23. Upon information and belief, the BlackBerry Defendants' UEM employs a
9 computer-implemented method, comprising receiving, from a control agent installed on a mobile
10 device, a list that includes one or more applications currently installed on the mobile device. In
11 particular, in describing UEM, the BlackBerry Defendants state: "To help prevent users from
12 installing specific apps, you can create a list of restricted apps and use compliance profiles to
13 enforce the restrictions. For example, you might want to prevent users from installing malicious
14 apps or apps that require a lot of resources." BlackBerry UEM, Managing apps (v. 12.11) at 20.

15 24. The BlackBerry Defendants further state: "For iOS and Android devices, you can
16 create a compliance profile to select apps from the restricted app list and set an enforcement
17 action such as prompting the user or deleting work data if one of these apps is installed." *Id.*
18 Accordingly, in order to determine that a restricted app is installed, a software module (control
19 agent) installed on a mobile device via UEM receives a list of applications currently installed on
20 the mobile device.

21 25. Upon information and belief, the BlackBerry Defendants' UEM detects, based at
22 least in part on the list, an installation of at least one new application on the mobile device. The
23 BlackBerry Defendants state: "For iOS and Android devices, you can create a compliance profile
24 to select apps from the restricted app list and set an enforcement action such as prompting the
25 user or deleting work data if one of these apps is installed." BlackBerry UEM, Managing apps (v.
26 12.11) at 20. Thus, using the list of applications installed on the mobile device it is determined by
27
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1 the BlackBerry Defendants' UEM that a restricted app is newly installed on the mobile device.

2 26. Upon information and belief, the BlackBerry Defendants' UEM determines, in
3 response to the detection of the installation of the new application, whether the new application is
4 authorized to be installed on the mobile device based at least in part on one or more policies that
5 indicate whether the new application is a recognized application. The BlackBerry Defendants
6 state: "For iOS and Android devices, you can create a compliance profile to select apps from the
7 restricted app list and set an enforcement action such as prompting the user or deleting work data
8 if one of these apps is installed." BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, from
9 the list of applications installed on the mobile device it is determined by BlackBerry's UEM
10 whether a newly installed application is authorized to be installed on the mobile device based on,
11 at least in part, a compliance profile, i.e., one or more policies that indicate whether the new
12 application is a recognized application, i.e., not a restricted app.

13 27. Upon information and belief, in the event that the installation of the new
14 application is determined to be not authorized, the BlackBerry Defendants' UEM adjusts a state
15 of one or more mobile device data objects associated with the mobile device. The BlackBerry
16 Defendants state: "For iOS and Android devices, you can create a compliance profile to select
17 apps from the restricted app list and set an enforcement action such as prompting the user or
18 deleting work data if one of these apps is installed." BlackBerry UEM, Managing apps (v. 12.11)
19 at 20. Thus, if the newly installed application is determined to be a restricted app, i.e., an
20 application that is not authorized, an enforcement action is taken by the BlackBerry Defendants
21 UEM, such that a state of one or more mobile device data objects is adjusted.

22 28. Upon information and belief, the BlackBerry Defendants' UEM denies access by
23 the mobile device to one or more network application services based at least in part on the
24 adjusted state of the one or more mobile device data objects, wherein access is denied by
25 blocking, at an intermediate node, traffic from the mobile device to the one or more network
26 application services. The BlackBerry Defendants state: "For iOS and Android devices, you can
27 create a compliance profile to select apps from the restricted app list and set an enforcement
28 action such as prompting the user or deleting work data if one of these apps is installed."

1 BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, the user may be prompted to uninstall
2 the restricted app and, should the user use the restricted app regardless, as part of the enforcement
3 action (i.e., based at least in part on the adjusted state of the one or more mobile device data
4 objects) access to network application services is denied by the BlackBerry Defendant's UEM to
5 the restricted app by blocking traffic therefrom at a server.

6 29. The BlackBerry Defendants advertise that the QNX Car Platform as including
7 security capabilities permitting the use of a self-verifying file system to deny access to files that
8 have changed unexpectedly, filesystem encryption for protecting sensitive or private data, and
9 fine-grain control of system privileges.

10 30. Upon information and belief, the BlackBerry QNX Car Platform incorporates
11 security features that include the BlackBerry Defendants' UEM, and also infringes at least claim
12 1 of the '016 patent.

13 31. The BlackBerry Defendants' infringement of the '016 patent has injured and will
14 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further
15 infringement and, specifically, enjoining further use of methods and systems that come within the
16 scope of the '016 patent.

17 32. Blackberry is aware of the '016 patent. Plaintiff MobileIron previously asserted
18 the '016 patent against Good Technology. As a result of this litigation, a San Jose jury in August
19 of 2015 found that the '016 patent was valid.

20 33. Upon information and belief, the BlackBerry Defendants have had actual notice of,
21 and actual knowledge of, the '016 patent since at least September 4, 2015, when BlackBerry Ltd.
22 publicly announced its anticipated acquisition of Good Technology.

23 34. The BlackBerry Defendants' UEM is advertised as being scalable up to 25,000
24 devices per server and 150,000 devices per domain, and can be deployed either on premise or
25 within the Cloud. The Blackberry Defendants' UEM is not a staple article or a commodity of
26 commerce suitable for a non-infringing use of the '016 patent. The BlackBerry Defendants'
27 UEM is especially made for an infringing use of the '016 patent, and in combination with
28 BlackBerry Defendants' knowledge of the '016 patent and further knowledge that the BlackBerry

1 Defendants' customers infringe the '016 patent when they implement the UEM on their mobile
2 devices, the BlackBerry Defendants are contributory infringers of the '016 patent.

3 35. The BlackBerry Defendants have been and are aware that the normal and
4 customary use of the BlackBerry Defendants' UEM will infringe the '016 patent. The
5 BlackBerry Defendants, through the dissemination of technical and product literature, online
6 instruction, advertising, and customer support regarding the BlackBerry Defendants' UEM,
7 intentionally encourage their customers to infringe the '016 patent. The BlackBerry Defendants
8 therefore are liable for induced infringement of the '016 patent.

9 36. The BlackBerry Defendants' infringement of the '016 patent has been and
10 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively
11 reckless manner in view of the high likelihood that their acts constituted infringement of the '016
12 patent, and with full knowledge of MobileIron's rights in the '016 patent.

13 37. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant
14 to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

15 38. Upon information and belief, the license between MobileIron and Good
16 Technology does not cover at least some, if not all, of the BlackBerry Defendants' UEM.

COUNT II

(Infringement of U.S. Patent No. 9,426,120)

19 39. MobileIron incorporates by reference the allegations set forth in paragraphs 1
20 through 38 of this Complaint as though set forth in full herein.

21 40. The BlackBerry Defendants and their customers have infringed the claims,
22 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '120
23 patent, through, among other activities, the sale, the offering for sale, the making, the having
24 made, the use, the importation and the exportation of the BlackBerry Defendants' Intelligent
25 Security ("IS") services and products.

26 41. Upon information and belief, the BlackBerry Defendants' IS provides a method
27 that comprises receiving, at a management agent on a device from a remote enterprise server, one
28 or more location and time policies that include policy information, wherein the one or more

1 location and time policies are calculated by processing user and group information, wherein the
 2 device includes applications located inside an enterprise zone and applications located outside of
 3 the enterprise zone. The BlackBerry Defendants state in describing features of Intelligent
 4 Security (IS): “Adaptive Policy: Regional Bank Manager -- Anne enters a retail branch. Anne is
 5 the regional manager for a major retail bank. With BlackBerry Persona, when she enters a retail
 6 branch, her presence is detected based on her mobile device’s geolocation. Her access to
 7 privileged apps appropriate for her role is automatically enabled upon her arrival. When she
 8 leaves, that access is disabled.”¹

9 42. Thus, upon information and belief, to allow access to privileged apps when the
 10 user enters a retail branch, an agent on the user device receives location and time policies from a
 11 remote BlackBerry server. Moreover, upon information and belief the user device employing the
 12 BlackBerry Defendants’ IS calculates or evaluates the policy using user and group information
 13 (that the user location is at the branch and that the user belongs to the group of managers). In
 14 addition, upon information and belief, the user device employing the BlackBerry Defendants’ IS
 15 includes privileged apps, i.e., applications located inside an enterprise zone, and the user device
 16 also includes apps that are generally installed on mobile devices such as a calculator, a notepad, a
 17 music player, etc., i.e., applications located outside of the enterprise zone.

18 43. Upon information and belief, the BlackBerry Defendants’ IS updates the policy
 19 information in a bus with a current allowed state. Upon information and belief, the BlackBerry
 20 Defendants’ IS server updates the policies and transmits the updated policies to the user devices
 21 from time-to-time.

22 44. Upon information and belief, the BlackBerry Defendants’ IS receives location
 23 information from the device, wherein the location information includes a new location that is not
 24 an allowed location. The BlackBerry Defendants state: “When she leaves, that access [to the
 25 privileged apps] is disabled.”²

26 ¹ <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited
 27 Apr. 22, 2020).

28 ² <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited
 Apr. 22, 2020).

1 45. Thus, upon information and belief, a software module (management agent) on the
 2 user device employing the BlackBerry Defendants' IS receives new location information and
 3 determines that the new location is not an allowed location.

4 46. Upon information and belief, the BlackBerry Defendants' IS blocks, by the
 5 management agent, a user of the device from using an application located in the enterprise zone
 6 on the device based at least in part on the received location information, wherein the management
 7 agent blocks the user of the all applications within the enterprise zone according to the one or
 8 more policies. The BlackBerry Defendants further state: "When she leaves, that access [to the
 9 privileged apps] is disabled."³

10 47. Thus, upon information and belief, the software module (management agent) on
 11 the user device utilizing the BlackBerry Defendants' IS blocks the user device from using the
 12 privileged apps, i.e., one or more applications in the enterprise zone, and the decision to block is
 13 based on, at least in part, the received location information. Upon information and belief, the
 14 software module (management agent) blocks the use by the user of all of the privileged apps, i.e.,
 15 all applications with the enterprise zone, as dictated by the received policies.

16 48. The BlackBerry Defendants advertise that the QNX Car Platform includes security
 17 capabilities permitting the use of a self-verifying file system to deny access to files that have
 18 changed unexpectedly, filesystem encryption for protecting sensitive or private data, and fine-
 19 grain control of system privileges.

20 49. Upon information and belief, the BlackBerry QNX Car Platform incorporates
 21 security features that include the BlackBerry Defendants' IS, and also infringes at least claim 1 of
 22 the '120 patent.

23 50. The BlackBerry Defendants' infringement of the '120 patent has injured and will
 24 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further
 25 infringement and, specifically, enjoining further use of methods and systems that come within the
 26 scope of the '120 patent.

27
 28 ³ <https://www.blackberry.com/us/en/products/blackberry-persona#industry-focus> (last visited
 Apr. 22, 2020).

1 51. The BlackBerry Defendants' IS is advertised as being a cloud service that can
2 dynamically adapt the security requirements and behavior of a customer's users' devices and
3 work apps to their real-world contexts. The BlackBerry Defendants' IS is not a staple article or a
4 commodity of commerce suitable for a non-infringing use of the '120 patent. The BlackBerry
5 Defendants' IS is especially made for an infringing use of the '120 patent, and in combination
6 with BlackBerry Defendants' knowledge of the '120 patent and further knowledge that the
7 BlackBerry Defendants' customers infringe the '120 patent when they implement the IS in their
8 mobile systems, the BlackBerry Defendants are contributory infringers of the '120 patent.

9 52. The BlackBerry Defendants have been and are aware that the normal and
10 customary use of the BlackBerry Defendants' IS will infringe the '120 patent. The BlackBerry
11 Defendants, through the dissemination of technical and product literature, online instruction,
12 advertising, and customer support regarding the BlackBerry Defendants' IS, intentionally
13 encourage the BlackBerry Defendants' customers to infringe the '120 patent. The BlackBerry
14 Defendants therefore are liable for induced infringement of the '120 patent.

15 53. The BlackBerry Defendants' infringement of the '120 patent has been and
16 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively
17 reckless manner in view of the high likelihood that their acts constituted infringement of the '120
18 patent, and with full knowledge of MobileIron's rights in the '120 patent.

19 54. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant
20 to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

COUNT III

(Infringement of U.S. Patent No. 8,869,307)

23 55. MobileIron incorporates by reference the allegations set forth in paragraphs 1
24 through 54 of this Complaint as though set forth in full herein.

25 56. The BlackBerry Defendants and their customers have infringed the claims,
26 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 1, of the '307
27 patent, through, among other activities, the sale, the offering for sale, the making, the having
28 made the use, the importation and the exportation of the BlackBerry Defendants' UEM.

1 57. Upon information and belief, the BlackBerry Defendants' UEM includes a
 2 computer-implemented method, comprising receiving, from a control agent installed on a mobile
 3 device, a list that includes one or more applications currently installed on the mobile device. The
 4 BlackBerry Defendants in describing UEM state: "To help prevent users from installing specific
 5 apps, you can create a list of restricted apps and use compliance profiles to enforce the
 6 restrictions. For example, you might want to prevent users from installing malicious apps or apps
 7 that require a lot of resources." BlackBerry UEM, Managing apps (v. 12.11) at 20. The
 8 BlackBerry Defendants further state in reference to UEM: "For iOS and Android devices, you
 9 can create a compliance profile to select apps from the restricted app list and set an enforcement
 10 action such as prompting the user or deleting work data if one of these apps is installed." *Id.*

11 58. Accordingly, upon information and belief, in order to determine that a restricted
 12 app is installed, a software module (control agent) installed on a mobile device employing the
 13 BlackBerry Defendants' UEM receives a list of applications currently installed on the mobile
 14 device.

15 59. Upon information and belief, the BlackBerry Defendants' UEM detects, based at
 16 least in part on the list, an installation of at least one new application on the mobile device. The
 17 BlackBerry Defendants state in conjunction with UEM: "For iOS and Android devices, you can
 18 create a compliance profile to select apps from the restricted app list and set an enforcement
 19 action such as prompting the user or deleting work data if one of these apps is installed." BlackBerry
 20 UEM, Managing apps (v. 12.11) at 20. Thus, upon information and belief, using the
 21 list of applications installed on the mobile device, the BlackBerry Defendants' UEM determines
 22 that a restricted app is newly installed on the mobile device.

23 60. Upon information and belief, the BlackBerry Defendants' UEM determines, in
 24 response to the detection of the installation of the new application, whether the new application is
 25 authorized to be installed on the mobile device based at least in part on one or more policies that
 26 indicate whether the new application is a recognized application. The BlackBerry Defendants
 27 state: "For iOS and Android devices, you can create a compliance profile to select apps from the
 28 restricted app list and set an enforcement action such as prompting the user or deleting work data

1 if one of these apps is installed.” BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon
2 information and belief, from the list of applications installed on the mobile device that employs
3 the BlackBerry Defendants’ UEM, it is determined whether a newly installed application is
4 authorized to be installed on the mobile device based on, at least in part, a compliance profile, i.e.,
5 one or more policies that indicate whether the new application is a recognized application, i.e.,
6 not a restricted.

7 61. Upon information and belief, in the event that the installation of the new
8 application is determined to be not authorized, the BlackBerry Defendants’ UEM adjusts a state
9 of one or more mobile device data objects associated with the mobile device. The BlackBerry
10 Defendants in describing UEM state: “For iOS and Android devices, you can create a
11 compliance profile to select apps from the restricted app list and set an enforcement action such
12 as prompting the user or deleting work data if one of these apps is installed.” BlackBerry UEM,
13 Managing apps (v. 12.11) at 20. Thus, upon information and belief, if the newly installed
14 application is determined to be a restricted app, i.e., an application that is not authorized, an
15 enforcement action is taken (state of one or more mobile device data objects would be adjusted)
16 by the BlackBerry Defendants’ UEM.

17 62. Upon information and belief, the BlackBerry Defendants’ UEM denies access by
18 the mobile device to one or more network application services based at least in part on the
19 adjusted state of the one or more mobile device data objects, wherein access is denied by
20 blocking, at an intermediate node, traffic from the mobile device to the one or more network
21 application services. The BlackBerry Defendants, in describing UEM, state: “For iOS and
22 Android devices, you can create a compliance profile to select apps from the restricted app list
23 and set an enforcement action such as prompting the user or deleting work data if one of these
24 apps is installed.” BlackBerry UEM, Managing apps (v. 12.11) at 20. Thus, upon information
25 and belief, the user is prompted to uninstall the restricted app and, should the user use the
26 restricted app regardless, as part of the enforcement action (i.e., based at least in part on the
27 adjusted state of the one or more mobile device data objects) access to network application
28 services is denied to the restricted app by the BlackBerry Defendants’ UEM by blocking traffic

1 therefrom at a server.

2 63. The BlackBerry Defendants advertise that the QNX Car Platform includes security
3 capabilities permitting the use of a self-verifying file system to deny access to files that have
4 changed unexpectedly, filesystem encryption for protecting sensitive or private data, and fine-
5 grain control of system privileges.

6 64. Upon information and belief, the BlackBerry QNX Car Platform incorporates
7 security features that include the BlackBerry Defendants' UEM, and also infringes at least claim
8 1 of the '307 patent.

9 65. The BlackBerry Defendants' infringement of the '307 patent has injured and will
10 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further
11 infringement and, specifically, enjoining further use of methods and systems that come within the
12 scope of the '307 patent.

13 66. Upon information and belief, the BlackBerry Defendants have had actual notice of,
14 and actual knowledge of, at least the '307 patent since at least February 26, 2020, when
15 MobileIron provided the BlackBerry Defendants with written notice of their infringement of the
16 patent.

17 67. The BlackBerry Defendants' UEM is advertised as being scalable up to 25,000
18 devices per server and 150,000 devices per domain, and can be deployed either on premise or
19 within the Cloud. The BlackBerry Defendants' UEM is not a staple article or a commodity of
20 commerce suitable for a non-infringing use of the '307 patent. The BlackBerry Defendants'
21 UEM is especially made for an infringing use of the '307 patent, and in combination with
22 BlackBerry Defendants' knowledge of the '307 patent and further knowledge that the BlackBerry
23 Defendants' customers infringe the '307 patent when they implement the UEM on their mobile
24 devices, the BlackBerry Defendants are contributory infringers of the '307 patent.

25 68. The BlackBerry Defendants have been and are aware that the normal and
26 customary use of the BlackBerry Defendants' UEM will infringe the '307 patent. The
27 BlackBerry Defendants, through the dissemination of technical and product literature, online
28 instruction, advertising, and customer support regarding the BlackBerry Defendants' UEM,

1 intentionally encourage the BlackBerry Defendants' customers to infringe the '307 patent. The
2 BlackBerry Defendants therefore are liable for induced infringement of the '307 patent.

3 69. The Blackberry Defendants' infringement of the '307 patent has been and
4 continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively
5 reckless manner in view of the high likelihood that their acts constituted infringement of the '307
6 patent, and with full knowledge of MobileIron's rights in the '307 patent.

7 70. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant
8 to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

COUNT IV

(Infringement of U.S. Patent No. 10,038,598)

11 71. MobileIron incorporates by reference the allegations set forth in paragraphs 1
12 through 70 of this Complaint as though set forth in full herein.

13 72. The BlackBerry Defendants and their customers have infringed the claims,
14 directly, indirectly, and/or via the doctrine of equivalents, including at least claim 18, of the '598
15 patent, through, among other activities, the sale, the offering for sale, the making, the having
16 made, the use, the importation and the exportation of the BlackBerry Defendants' BlackBerry
17 Enterprise BRIDGE ("Enterprise BRIDGE").

18 73. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE
19 receives, from a device management server, an indication to perform an action that requires
20 access to a privileged user space of a physical device. According to the BlackBerry Defendants,
21 the BlackBerry Enterprise BRIDGE "is a Microsoft Intune app that is enabled for BlackBerry
22 Dynamics. It allows you to securely view, edit, and save documents using Intune managed
23 Microsoft apps, such as Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft
24 Teams, Microsoft OneNote, and Yammer in BlackBerry Dynamics on iOS and Android devices."
25 BlackBerry Enterprise BRIDGE, Administration Guide (v. 2.1) at 5.

26 74. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE
27 uses a native device management service, wherein the native device management service is
28 configured to perform only predefined functions without access to the privileged user space.

1 Upon information and belief, a mobile platform employing Enterprise BRIDGE uses a native
 2 device management service, wherein the native device management service is configured to
 3 perform only predefined functions without access to the privileged user space.

4 75. Upon information and belief, the BlackBerry Defendants' Enterprise BRIDGE
 5 uses a mobile device management (MDM) bridge service to perform the action, wherein the
 6 MDM bridge service runs in a security context that enables the service to operate in the privileged
 7 user space. The BlackBerry Defendants' Administration Guide for Enterprise BRIDGE provides
 8 a data flow that "shows how to share documents that are received as email attachments in
 9 BlackBerry Work or saved to the Local Docs folder or an Enterprise remote Docs location to
 10 Intune managed apps on Android and iOS devices when the Enterprise BRIDGE app is install
 11 led." BlackBerry Enterprise BRIDGE, Administration Guide (v. 2.1) at 9. One example from the
 12 BlackBerry Defendants' Enterprise BRIDGE Administration Guide describes the following steps:

- 13 1. The user downloads and previews a file received as an email attachment in
 14 BlackBerry Work.
- 15 2. If the Microsoft Intune app protection policy profile allows it, the device sends
 16 a copy of the file using the AppKinetics Transfer File service through secured
 17 channels to the Enterprise BRIDGE app.
- 18 3. The Enterprise BRIDGE app securely sends a copy of the file over an Intune
 19 protected channel to the Intune managed app (for example, Microsoft Word).
 20 The Enterprise BRIDGE app deletes the copy of the file within the Enterprise
 21 BRIDGE app after the file transfer is complete.
- 22 4. The user performs the following actions:
 - 23 a. Saves a copy of the file in an Intune protected area of the Intune managed
 24 app.
 - 25 b. Modifies the file as required and saves the updated file.
- 26 5. The device sends a copy of the file back to the Enterprise BRIDGE app over
 27 the Intune protected channel.
- 28 6. The Enterprise BRIDGE app sends the copy of the file to BlackBerry Work
 29 using the AppKinetics Transfer File service through secured channels to attach
 30 to the original or a new email or to save to the Local Docs folder or an
 31 Enterprise remote Docs location. The Enterprise BRIDGE app deletes the copy
 32 of the file within the Enterprise BRIDGE app after the file transfer is complete.

33 *Id.* at 10.

34 76. Thus, upon information and belief, the BlackBerry Enterprise BRIDGE app is a
 35 mobile device management (MDM) bridge service that performs actions, such as modifying and
 36 saving files. The Enterprise BRIDGE (i.e., the MDM bridge) service securely exchanges

1 data/files with and Intune managed app (e.g., Microsoft Word), i.e., runs in a security context that
2 enables the service to operate in the privileged user space.

3 77. The BlackBerry Defendants' infringement of the '598 patent has injured and will
4 continue to injure MobileIron unless and until this Court enters an injunction prohibiting further
5 infringement and, specifically, enjoining further use of methods and systems that come within the
6 scope of the '598 patent.

7 78. Upon information and belief, the BlackBerry Defendants have had actual notice of,
8 and actual knowledge of, at least the '598 patent since at least February 26, 2020, when
9 MobileIron provided the BlackBerry Defendants with written notice of their infringement of the
10 patent.

11 79. The BlackBerry Defendants' Enterprise BRIDGE is advertised as being a
12 BlackBerry Dynamics-enabled and Microsoft® Intune-protected app that provides a secure
13 bridge between BlackBerry Dynamics apps such as BlackBerry Work and Intune-managed
14 mobile apps such as Microsoft Office. The BlackBerry Defendants' Enterprise BRIDGE is not a
15 staple article or a commodity of commerce suitable for a non-infringing use of the '598 patent.
16 The BlackBerry Defendants' Enterprise BRIDGE is especially made for an infringing use of the
17 '598 patent, and in combination with BlackBerry Defendants' knowledge of the '598 patent and
18 further knowledge that the BlackBerry Defendants' customers infringe the '598 patent when they
19 implement the Enterprise BRIDGE on their mobile devices, the BlackBerry Defendants are
20 contributory infringers of the '598 patent.

21 80. The BlackBerry Defendants have been and are aware that the normal and
22 customary use of the BlackBerry Defendants' Enterprise BRIDGE will infringe the '598 patent.
23 The BlackBerry Defendants, through the dissemination of technical and product literature, online
24 instruction, advertising, and customer support regarding the BlackBerry Defendants' Enterprise
25 BRIDGE, intentionally encourage the BlackBerry Defendants' customers to infringe the '598
26 patent. The BlackBerry Defendants therefore are liable for induced infringement of the '598
27 patent.

28 81. The BlackBerry Defendants' infringement of the '598 patent has been and

continues to be willful and deliberate as the BlackBerry Defendants have acted in an objectively reckless manner in view of the high likelihood that their acts constituted infringement of the '598 patent, and with full knowledge of MobileIron's rights in the '598 patent.

82. For the reasons stated herein, MobileIron is entitled to enhanced damages pursuant to 35 U.S.C. § 284, and attorneys' fees and costs pursuant to 35 U.S.C. § 285.

COUNT V

**(Declaratory Judgment of Non-Infringement of
U.S. Patent Nos. 7,372,961; 8,442,489; 9,270,682; and 9,282,099)**

83. MobileIron incorporates by reference the allegations set forth in paragraphs 1 through 82 of this Complaint as though set forth in full herein.

84. This is a claim for declaratory judgment of non-infringement of any claims of the '961, '489, '682, and '099 patents.

85. A true and accurate copy of the '961 patent is attached to this Complaint as Exhibit G. A true and accurate copy of the '489 patent is attached to this Complaint as Exhibit H. A true and accurate copy of the '682 patent is attached to this Complaint as Exhibit I. A true and accurate copy of the '099 patent is attached to this Complaint as Exhibit J.

86. MobileIron does not directly, contributorily, or by inducement, infringe any claims of the '961, '489, '682, and '099 patents, either literally or under the doctrine of equivalents.

87. The manufacture, importation, use, sale, or offer for sale of any of MobileIron products or services in the United States does not directly infringe, contributorily infringe, or induce infringement of any claims of the '961, '489, '682, and '099 patents, either literally or under the doctrine of equivalents.

88. Absent a declaration of non-infringement, the BlackBerry Defendants will continue to wrongfully assert the '961, '489, '682, and '099 patents against MobileIron and others, including MobileIron's customers, in violation of the laws and contrary to the public policy of the United States, and will thereby continue to cause MobileIron irreparable injury and damage.

89. A judicial determination on the disputes recited herein is necessary and appropriate

1 at this time so that the parties may ascertain their respective rights and obligations with respect to
 2 the '961, '489, '682, and '099 patents and any past, present or future manufacture, use,
 3 importation, distribution, sale, or offer for sale of MobileIron products or services.

4 **COUNT VI**

5 **(Declaratory Judgment of Surrender of U.S. Patent No. 8,005,469)**

6 90. MobileIron incorporates by reference the allegations set forth in paragraphs 1
 7 through 89 of this Complaint as though set forth in full herein.

8 91. This is a claim for declaratory judgment that the '469 patent has been surrendered
 9 under 35 U.S.C. § 252, is no longer in effect, and, thus, cannot be asserted by BlackBerry against
 10 MobileIron.

11 92. A true and accurate copy of the '469 patent is attached to this Complaint as Exhibit
 12 K.

13 93. The '469 patent was reissued as U.S. Patent No. RE44,746 on February 4, 2014. A
 14 true and accurate copy of the Reissue '746 patent is attached to this Complaint as Exhibit L.
 15 Pursuant to 35 U.S.C. § 252, the '469 patent was surrendered as of the date of issuance of the
 16 Reissue '746 patent and is no longer in effect. Accordingly, as a matter of law, BlackBerry
 17 cannot assert infringement of, and MobileIron cannot infringe, any claim of the '469 patent.

18 94. Absent a declaration that the '469 patent is surrendered, the BlackBerry
 19 Defendants will continue to wrongfully assert the '469 patent against MobileIron and others,
 20 including MobileIron's customers, in violation of the laws and contrary to the public policy of the
 21 United States, and will thereby continue to cause MobileIron irreparable injury and damage.

22 95. A judicial determination on the disputes recited herein is necessary and appropriate
 23 at this time so that the parties may ascertain their respective rights and obligations with respect to
 24 the '469 patent and any past, present or future manufacture, use, importation, distribution, sale, or
 25 offer for sale of MobileIron products or services.

26 **COUNT VII**

27 **(Declaratory Judgment of Patent Misuse)**

28 96. MobileIron incorporates by reference the allegations set forth in paragraphs 1

1 through 95 of this Complaint as though set forth in full herein.

2 97. While the BlackBerry Defendants in their correspondence dated August 26, 2019
 3 specifically accused MobileIron of infringing each of the '469, '084, '099, Reissue '746, '489,
 4 '682, '961, '045, '175, and '769 patents, they did not provide any details in that correspondence
 5 as to why they contended each of said patents is infringed by any MobileIron products or
 6 services.

7 98. The '469 patent has been surrendered pursuant to 35 U.S.C. § 252, and is not
 8 enforceable as a matter of law.

9 99. In their correspondence dated March 9, 2020 (Exhibit F), the BlackBerry
 10 Defendants reiterated their contention and identified 32 additional patents. As in their prior
 11 correspondence, the BlackBerry Defendants did not provide any details as to why they contended
 12 each of said patents is infringed by any MobileIron products or services. Further, with respect to
 13 the 32 newly identified patents, the BlackBerry Defendants did not even identify any specific
 14 MobileIron products or services that allegedly infringed any claim of the 32 patents.

15 100. The BlackBerry Defendants' allegations in their correspondence dated August 26,
 16 2019 that one or more of the patents identified in said correspondence are infringed by
 17 MobileIron's products and services is objectively baseless, as the BlackBerry Defendants have no
 18 reasonable expectation that any such infringement of one or more patents has occurred. In fact, at
 19 least one patent has been statutorily surrendered and cannot be enforced as a matter of law. For
 20 other patents, the BlackBerry Defendants lack any basis whatsoever for their infringement
 21 accusations, as the BlackBerry Defendants know that no MobileIron product or service performs
 22 every limitation of any claim of those patents. These assertions are simply part of an effort by
 23 BlackBerry to create a threat to MobileIron that it will engage in a massive and meritless series of
 24 patent infringement assertions to try to extort licensing fees from MobileIron.

25 101. The BlackBerry Defendants' allegations in their correspondence dated March 9,
 26 2020 (Exhibit F) that one or more of the patents identified are infringed by MobileIron's products
 27 and services are objectively baseless, as the BlackBerry Defendants have no reasonable
 28 expectation that any such infringement has occurred and instead are just a laundry list of patents

1 to create an apprehension by MobileIron in order for BlackBerry to seek extortionate licensing
 2 fees.

3 102. The BlackBerry Defendants in their August 26, 2019 and March 9, 2020
 4 correspondence indiscriminately assert their entire patent portfolio, directed to old and
 5 inapplicable security technology, based on allegations of infringement directed to a few broadly
 6 written claims against a broad range of potential but unidentified products without actually
 7 assessing whether such products actually infringe.

8 103. Upon information and belief, the BlackBerry Defendants—including through the
 9 assertion of objectively baseless allegations of infringement of each of the patents referenced in
 10 their August 26, 2019 and March 9, 2020 correspondence—intend to leverage the cost to
 11 MobileIron and other parties to defend against numerous meritless claims of infringement in
 12 order to raise prices and costs to parties engaged in the UEM, security, and mobile device
 13 services markets, resulting in harm to competition.

14 104. The effect of the BlackBerry Defendants' actions in alleging infringement by
 15 MobileIron of each of the patents referenced in the BlackBerry Defendants' August 26, 2019 and
 16 March 9, 2020 correspondence is to impermissibly broaden, with anticompetitive effects, the
 17 physical and temporal scope of each of the patents referenced in the August 26, 2019 and March
 18 9, 2020, including (but not limited to) the '469 patent, including by raising prices through the
 19 imposition of unfair royalties and license demands, and by forcing parties like MobileIron, who
 20 refuse to take a license, to expend money to investigate and defend against spurious and baseless
 21 claims of infringement.

22 105. Upon information and belief, the BlackBerry Defendants use the size of their
 23 patent portfolio, and the concomitant disadvantageous cost to any licensee target like MobileIron
 24 to evaluate the actual merits of BlackBerry's allegations arising from such portfolio, to illegally
 25 and improperly force the licensee targets accept a patent license to the patents in the BlackBerry
 26 Defendants' patent portfolio, including the legally unenforceable '469 patent, upon threat of
 27 expensive patent litigation. In doing so, the BlackBerry Defendants have improperly expanded
 28 the physical and temporal scope of one or more of the patents in the BlackBerry Defendants'

1 portfolio, including (but not limited to) the legally unenforceable '469 patent.

2 106. MobileIron has been harmed by the BlackBerry Defendants' illegal and improper
 3 attempt to expand the physical and temporal scope of the patents referenced in the August 26,
 4 2019 and March 9, 2020 correspondence from the BlackBerry Defendants to MobileIron and as a
 5 result has incurred substantial business and other costs.

6 **COUNT VIII**

7 **(Attempted Civil Extortion)**

8 107. MobileIron incorporates by reference the allegations set forth in paragraphs 1
 9 through 106 of this Complaint as though set forth in full herein.

10 108. The BlackBerry Defendants are liable for attempted civil extortion. The
 11 BlackBerry Defendants have threatened and continue to threaten to block MobileIron's lawful
 12 business operations through its abusive licensing letters and meritless accusations of
 13 infringement.

14 109. For example, since February 4, 2014, the BlackBerry Defendants have had no
 15 lawful right to assert alleged infringement of the surrendered '469 patent, yet they threatened
 16 MobileIron and insisted that MobileIron take a license to the '469 patent along with a large
 17 number of other patents. Furthermore, the BlackBerry Defendants have no objectively or
 18 subjectively reasonable basis for asserting that MobileIron infringes any claims of the '961, '489,
 19 '682, and '099 patents.

20 110. MobileIron has an objectively reasonable fear of the BlackBerry Defendants
 21 bringing suit at least based on their correspondence dated August 26, 2019 and March 9, 2020.

22 111. The BlackBerry Defendants have at all times known that their demands for money
 23 from MobileIron for alleged infringement of numerous patents are both objectively and
 24 subjectively baseless, but Defendants have continued their acts of attempted extortion unabated.
 25 These acts began in 2019 with the BlackBerry Defendants' letter threat and demands, and
 26 continued into 2020 as the BlackBerry Defendants added 32 patents to their initial threat, thereby
 27 maintaining a cloud of false claims of "infringement" over MobileIron. The lack of merit in
 28 BlackBerry's assertions is evident on its face, as BlackBerry has been unable to provide even one

1 claim chart for any of its countless patent “notices.” The BlackBerry Defendants could at any
2 time cease their unlawful and fraudulent activities and allow MobileIron to proceed unmolested.
3 Instead, the BlackBerry Defendants have continued to hold MobileIron captive with baseless
4 threats of litigation in the hopes that MobileIron will take an exorbitant and unjustified license to
5 the BlackBerry Defendant’s patents.

6 112. The Blackberry Defendants' ongoing acts of attempted extortion have damaged
7 MobileIron, including, but not limited to, hindering MobileIron's progress towards realizing the
8 full potential of its business and causing MobileIron to expend significant legal fees and other
9 costs to address the Blackberry Defendants' misconduct.

10 113. MobileIron seeks recovery for its losses caused by BlackBerry's ongoing
11 attempted extortion.

12 114. The Blackberry Defendants' extortionate behavior against MobileIron and others
13 has been pursued intentionally, willfully, and with malice, justifying an award of attorneys' fees
14 and punitive damages to discourage any such further conduct by the Blackberry Defendants.

COUNT IX

(Declaratory Judgment of Unclean Hands)

17 115. MobileIron incorporates by reference the allegations set forth in paragraphs 1
18 through 114 of this Complaint as though set forth in full herein.

19 116. This is a claim for declaratory judgment that the BlackBerry Defendants have
20 unclean hands and, therefore, cannot obtain relief against MobileIron for alleged infringement of
21 any of the patents identified in their August 26, 2019 and March 9, 2020 correspondence.

22 117. As detailed throughout this Complaint, the BlackBerry Defendants have
23 improperly purported to provide “notice” that MobileIron infringes the patents identified in the
24 August 26, 2019 and March 9, 2020 correspondence, based on objectively and subjectively
25 baseless claims of infringement, in an effort to force MobileIron to take expensive and
26 extortionate license fees for patents that it does not need. The BlackBerry Defendants thus have
27 unclean hands, and all of the patents identified in the BlackBerry Defendants’ August 26, 2019
28 and March 9, 2020 correspondence are unenforceable as against MobileIron.

1 118. Absent a declaration that the patents identified in the BlackBerry Defendants'
2 August 26, 2019 and March 9, 2020 correspondence are unenforceable due to the BlackBerry
3 Defendants' unclean hands, the BlackBerry Defendants will continue to wrongfully assert those
4 patents against MobileIron and others, including MobileIron's customers, in violation of the laws
5 and contrary to the public policy of the United States, and will thereby continue to cause
6 MobileIron irreparable injury and damage.

7 119. A judicial determination on the disputes recited herein is necessary and appropriate
8 at this time so that the parties may ascertain their respective rights and obligations with respect to
9 the patents identified in the BlackBerry Defendants' August 26, 2019 and March 9, 2020
10 correspondence, as well as any other patents BlackBerry would require MobileIron to license, and
11 any past, present or future manufacture, use, importation, distribution, sale, or offer for sale of
12 MobileIron products or services.

COUNT X

(Violation of Cal. Bus. & Prof. Code § 17200, et seq.)

15 120. MobileIron incorporates by reference the allegations set forth in paragraphs 1
16 through 119 of this Complaint as though set forth in full herein.

17 121. The BlackBerry Defendants have violated California Business & Professions Code
18 section 17200, *et seq.* (“UCL”) by engaging in unfair and unlawful conduct against MobileIron.
19 Specifically, the BlackBerry Defendants have attempted, and continue to attempt, to extort
20 payment from MobileIron for patents that the BlackBerry Defendants have no objectively or
21 subjectively reasonable for believing are infringed by MobileIron.

22 122. In so doing, the BlackBerry Defendants have prevented MobileIron from operating
23 its business without fear of an infringement lawsuit. Additionally, MobileIron has expended
24 significant amounts of money to investigate and address the BlackBerry Defendants' unfair and
25 unlawful accusations of infringement. The BlackBerry Defendants' conduct has thus damaged
26 MobileIron as set forth herein.

27 123. The BlackBerry Defendants, by their actions, have irreparably injured MobileIron.
28 Such irreparable injury will continue unless the BlackBerry Defendants are preliminarily and

1 permanently enjoined by this Court from further violation of MobileIron's rights, for which
 2 MobileIron has no adequate remedy at law.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for the following:

5 1. Entry of judgment in favor of MobileIron and against the BlackBerry Defendants
 6 as follows:

- 7 a. An award of damages adequate to compensate MobileIron for the
 8 infringement, directly, indirectly, and/or by the doctrine of equivalents, that
 9 has occurred as a result of each of the BlackBerry Defendants' acts of
 10 infringement of the '016, '120, '307, and '598 patents, which acts of
 11 infringement have been willful, together with prejudgment interest from
 12 the date that the BlackBerry Defendants' infringement of each of the '016,
 13 '120, '307, and '598 patents began;
- 14 b. A declaration that MobileIron does not infringe any claim of the '961,
 15 '489, '682, and '099 patents;
- 16 c. A declaration that the '469 patent has been surrendered and is no longer in
 17 effect as a matter of law;
- 18 d. A declaration that any patents that the BlackBerry Defendants may assert
 19 against MobileIron are unenforceable due to the BlackBerry Defendants'
 20 unclean hands;
- 21 e. An award of damages to compensate MobileIron for the BlackBerry
 22 Defendants' attempted civil extortion; and
- 23 f. An award of restitution to MobileIron for the BlackBerry Defendants'
 24 violation of California Business & Professions Code section 17200.

25 2. Entry of preliminary and permanent injunctions enjoining the BlackBerry
 26 Defendants, their officers, agents, servants, employees, licensees and attorneys and those persons
 27 in active concert or participation with them and all others in privity therewith from: (a) initiating
 28 or prosecuting any lawsuit or proceeding placing at issue the right of MobileIron, its customers,

1 licensees, successors, assigns and all others in privity therewith to make, use, sell, offer for sale or
2 import MobileIron's products and services; (b) interfering with or threatening to interfere with the
3 manufacture, sale, offer for sale, use or importation of MobileIron's products and services by
4 MobileIron, or any of its customers, licensees, dealers, agents, servants, or employees, or any
5 prospective or present sellers, dealers, or users of MobileIron's products and services, and all
6 others in privity therewith, with respect to all patents identified in the BlackBerry Defendants'
7 August 26, 2019 and March 9, 2020 correspondence and any other patents that the BlackBerry
8 Defendants may assert against MobileIron; and (c) making any claim to any person or entity that
9 MobileIron's products infringe any of the patents identified in the BlackBerry Defendants'
10 August 26, 2019 and March 9, 2020 correspondence or any other patents that the BlackBerry
11 Defendants may assert against MobileIron, said injunction to be made permanent following trial;

12 3. An award of MobileIron's attorneys' fees and costs, including at least because this
13 is an exceptional case under 35 U.S.C. § 285;

14 || 4. An award of punitive damages; and

15 || 5. Such other further relief as the Court deems appropriate.

JURY DEMAND

17 Plaintiff MobileIron, Inc. hereby demands trial by jury on all issues triable to a jury.

18 Dated: April 27, 2020

Respectfully submitted,

By: /s/ I. Neel Chatterjee

I. Neel Chatterjee

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